

February 7, 2022

**Via ECFS**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

Michael H. Pryor  
Attorney at Law  
202.383.4706 direct  
m Pryor@bhfs.com

**REDACTED – FOR PUBLIC INSPECTION**

Re: **Request for CONFIDENTIAL Treatment – CG Docket No. 03-123**  
**Internet-Based TRS Certification Application of NexTalk, Inc. to Provide Automatic Speech Recognition (ASR)-Only Internet Protocol Captioned Telephone Service**

Dear Ms. Dortch:

NexTalk, Inc. herein submits a REDACTED version of the Internet-Based TRS Certification Application of NexTalk, Inc. to Provide Automatic Speech Recognition (ASR)-Only Internet Protocol Captioned Telephone Service in CG Docket No. 03-123 (the “Application”). NexTalk is submitting a Confidential version of the Application pursuant to the Third Protective Order<sup>1</sup> adopted for the above-captioned docket. The information designated as Confidential is not otherwise available from publicly available sources.

Pursuant to the Third Protective Order, NexTalk is submitting the Confidential version for the Secretary and two copies for Eliot Greenwald. Encrypted electronic copies of the Confidential Documents are also being sent by email as set forth below.

Please contact me if you have any questions or require any additional information.

Sincerely,

\_\_\_\_\_/s/  
Michael H. Pryor

*Counsel for NexTalk, Inc.*

cc: Eliot Greenwald  
David Schmidt  
[TRSReport@fcc.gov](mailto:TRSReport@fcc.gov)

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<sup>1</sup> See *In re Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, Order and Third Protective Order, 33 FCC Rcd.6802 (2018).

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of )  
 )  
Telecommunications Relay Services and )  
Speech-to-Speech Services for ) CG Docket No. 03-123  
Individuals with Hearing and Speech )  
Disabilities Application for TRS Certification )  
to Provide IP Captioned Telephone Service )

To: Chief, Consumer and Governmental Affairs Bureau,  
Internet-based TRS Certification Application

**INTERNET-BASED TRS CERTIFICATION APPLICATION OF NEXTALK, INC.  
APPLICATION TO PROVIDE AUTOMATIC SPEECH RECOGNITION (ASR)-ONLY  
INTERNET PROTOCOL CAPTIONED TELEPHONE SERVICE**

Trent Staggs  
NEXTALK, INC.  
448 E. Winchester Street, Suite 100  
Murray, Utah 84107  
(801) 274-6001

Michael H. Pryor  
Marckia L. Hayes  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
1155 F. Street, NW, Suite 1200  
Washington, DC 20004  
(202) 383-4706

*Counsel for NexTalk, Inc.*

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To: Chief, Consumer and Governmental Affairs Bureau,  
Internet-based TRS Certification Application

**INTERNET-BASED TRS CERTIFICATION APPLICATION OF NEXTalk, INC. TO  
PROVIDE AUTOMATIC SPEECH RECOGNITION (ASR)-ONLY INTERNET  
PROTOCOL CAPTIONED TELEPHONE SERVICE**

NexTalk, Inc. (“NexTalk” or the “Company”), by counsel and pursuant to the Federal Communications Commission’s (“Commission”) June 8, 2018 Declaratory Ruling in the above-captioned proceedings,<sup>1</sup> and 47 C.F.R. §§ 64.604, 64.605, and 64.606, respectfully submits this application for certification to provide Automated Speech Recognition (“ASR”)-only Internet Protocol Captioned Telephone Service (“IP CTS”) (the “Application”). NexTalk respectfully requests expeditious review and grant of this Application.

47 C.F.R. § 64.606 governs the standards an entity seeking to provide IP CTS and to receive compensation from the Commission’s Interstate TRS Fund (“TRS Fund”) must meet. As shown below, NexTalk meets all the requirements for certification to provide IP CTS as set forth in 47 C.F.R. 64.606, except for requirements that are unnecessary given the design of NexTalk’s

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<sup>1</sup> *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, Report and Order, Declaratory Ruling, Further Notice of Proposed Rulemaking, and Notice of Inquiry, 33 FCC Rcd 5800 (2018) (“2018 Declaratory Ruling”)

ASR-only IP CTS system and for which NexTalk requests waiver in Section III below.

Accordingly, NexTalk respectfully requests that the Commissioner grants its Application. In support of this Application, NexTalk submits the following:

**I. INTRODUCTION**

NexTalk, a Delaware corporation headquartered in Murray Utah, was founded in 2007 by three former employees of NXi Communications, a provider of computer-based TTY products. The founders of NexTalk have decades of experience in developing products for the Deaf and Hard of Hearing. NexTalk is a privately held company with only one entity, Nordmark, Privacy Fund, LLC, with a 10% or greater ownership interest.

Although NexTalk offers a suite of software-based products for homes, schools, and offices, the focus of this Application is NexTalk's "SpeechPath" machine-based IP captioning software product, a propriety solution developed by and exclusively for NexTalk. Thus, NexTalk seeks TRS funding only for the SpeechPath ASR-only IP CTS service.

Internet Protocol captioning is central to NexTalk's mission to reduce communication barriers and enable persons with serious communications disabilities to enjoy greater, affordable access communications services on par with all other consumers. Text-based communications is a vital tool for the nearly 47 million hearing disabled people in the United States that require some form of assistance and that do not use American Sign Language.

NexTalk has a strong record in developing state-of-the-art solutions. One of NexTalk's initial areas of focus was to develop a computer-based TTY technology that enabled consumers with hearing disabilities to communicate effectively and efficiently with agents in call centers so that they can order services or products, receive assistance or register complaints. \*\*\***BEGIN**

**CONFIDENTIAL\*\*\*** [REDACTED]

**\*\*\*END**

**CONFIDENTIAL\*\*\*** NexTalk's communications software, including ASR-only IP CTS, has been used by state and federal government agencies **\*\*\*BEGIN CONFIDENTIAL\*\*\*** [REDACTED]

**\*\*\*END CONFIDENTIAL\*\*\***, as well as Fortune

100 companies in health, banking, telecommunications and computer, and software industries.

In its more than 14 years in business, NexTalk has well over \*\*\*BEGIN

**CONFIDENTIAL\*\*\*** [REDACTED] **\*\*\*END**

**CONFIDENTIAL\*\*\***. In addition to its robust adoption and usage, the company also boasts a 92% customer retention rate. This figure, coupled with many other anecdotal comments from customers can be taken as a good measure of customer satisfaction and support.

NexTalk has been selling SpeechPath software since 2018 and currently \*\*\***BEGIN**

**CONFIDENTIAL\*\*\*** [REDACTED] **\*\*\*END**

**CONFIDENTIAL\*\*\*** with access through their office environment. Cumulatively, SpeechPath has been used for an upwards of **\*\*\*BEGIN CONFIDENTIAL\*\*\*** [REDACTED]

██████████ **\*\*\*END CONFIDENTIAL\*\*\*** with an incredibly high degree of accuracy. The ease of use and accuracy of the SpeechPath product has been the source of high customer satisfaction and retention rates, with many of its users claiming SpeechPath as an essential service to carry on their day-to-day activities. In order to make is SpeechPath offering available to more qualified consumers, NexTalk seeks approval for TRS funding.

## II. NEXTALK IP CTS OFFERING

NexTalk's ASR-enabled IP CTS software, SpeechPath, is a speech-to-text feature that enables Hard of Hearing persons to make and receive phone calls without the use of a third-

person intermediary, a Communications Assistant or CA, typing text as the called party is speaking. The software product is ready to use once downloaded to the customer's Windows-based, internet-connected device.

SpeechPath converts speech to text virtually instantaneously, has more than a 90% accuracy rate right out of the box based on internal testing,<sup>2</sup> and no special instruction or learning is necessary. As a machine-based application, it is more private and confidential than CA-assisted captioning as no third party is listening to the call. A demonstration of the product in which the caller uses SpeechPath to make a call to Amazon can be found at this link:

<https://www.youtube.com/watch?v=0YFrPnO-m90&t=2s>. As demonstrated there, a user of SpeechPath can choose to make a direct "Voice-Carry-Over" call in which the user can hear the other party while also reading the machine-generated text. The user types in the number to be called and then types in his or her SpeechPath assigned dialing number as the callback number that appears in caller ID. The product is a mobile as the device on which it is installed. The product's state-of-the art technology is capable of distinguishing multiple regional accents for the English language. The product may be used to make any type of call normally provided by telecommunications carriers.

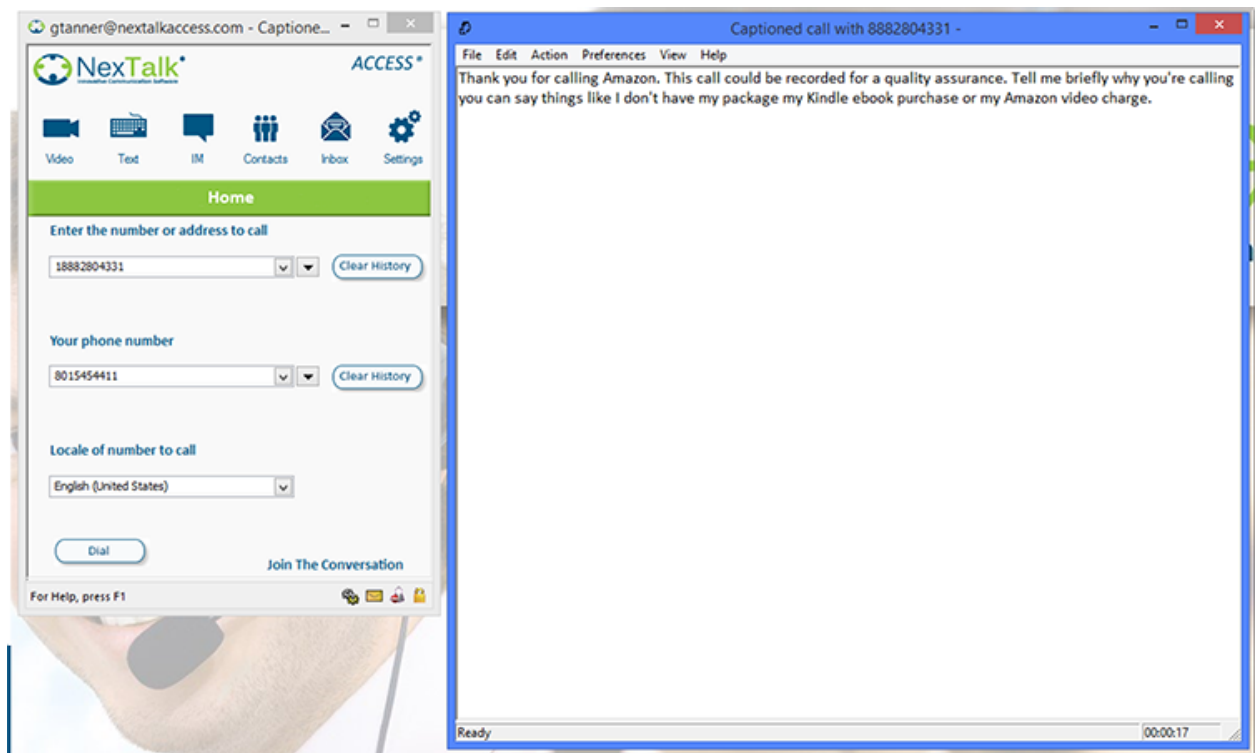
To initiate the call, the user enters their number, the number of the person they are wishing to call, and clicks the dial button in the NexTalk application. NexTalk's system then sends a request to the server that dials the user's phone. Once the user answers, the system will call the person they wish to call. Both calls are then joined and the server begins translating and sending the text of the called party's speech back to the user's device for viewing. In the demonstration, the call is answered by an automated IVR, and NexTalk's IP CTS immediately

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<sup>2</sup> NexTalk is currently working with MITRE Corporation on performance test on SpechPath.

begins providing captions. The captioning begins virtually instantaneously and continues to provide highly accurate, verbatim text of the called party's speech as that party is talking. The lag time between the spoken words and captioned translation is virtually imperceptible. In the demonstration, SpeechPath made only one word error in 50 words of text. Overall, NexTalk's ASR-only IP CTS software is at least as, and typically more, accurate than CA-assisted captioning. As noted, NexTalk's IP CTS performance is currently being tested by MITRE. The program also permits **the user** to save or archive the conversation in their local hard drive or USB share. NexTalk, however, does not store, cache or retain the conversation, as NexTalk disabled its system's ability to save the conversation in its DB.

Below is a screen shot of the SpeechPath software program's user interface:



SpeechPath is designed for individual, at home use or can be used by businesses for their Hard of Hearing employees. The program can be integrated into a business's existing Key System Unit (KSU)/PBX telephone system. The individual user of the business does not need to



purchase special equipment. The program can also be used during conference calls or company meetings.

Like other ASR-only IP CTS applicants that have received conditional approval, NexTalk's IP CTS runs on top of the consumers' purchased devices and existing internet connection and thus is unlikely to attract unqualified users seeking to exploit TRS subsidies.<sup>3</sup> Nevertheless, NexTalk will fully comply with the Commission's certification and registration requirements to ensure that TRS-funded service is only made available to authorized consumers.

SpeechPath is currently made available as licensed software and customers may purchase user licenses based on monthly or an annual fee.

From in-house testing, answering times are based on the time it takes for the carrier to connect the call. Once NexTalk receives a call, NexTalk handles the call within seconds. Most of the time is spent waiting for the telecom to connect the call. Transcription lag is within 1 to 3 seconds, with majority of translation lag being approximately 1 second. NexTalk's product is generally testing around 85 to 95% accuracy for business calls.

### **III. WAIVERS REQUESTED**

NexTalk requests waiver of certain Commission rules that are not applicable to SpeechPath's ASR-only IP CTS. Under Section 1.3 of the Commission's rules, the Commission has the authority to waive its rules "for good cause shown."<sup>4</sup> Good cause exists "where particular facts would make strict compliance inconsistent with the public interest."<sup>5</sup> In determining

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<sup>3</sup> See e.g., Application of MachineGenius Inc. for Internet-based TRS Certification, CG Docket No. 03-120 (filed Oct. 13, 2017).

<sup>4</sup> 47 C.F.R. § 1.3; see also *AT & T Corp. v. F.C.C.*, 448 F.3d 426, 433 (D.C. Cir. 2006).

<sup>5</sup> *Northeast Cellular Tel. Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990).

whether waiver is appropriate, the Commission should “take into account considerations of hardship, equity, or more effective implementation of overall policy.”<sup>6</sup>

NexTalk submits that good cause exists to waive compliance with rules 47 C.F.R. § 64.604(c)(5)(iii)(D)(2)(ii) and (x), which require NexTalk to submit a “CA ID number” and “[t]he URL address through which the call is initiated” to receive compensation from the TRS Fund. Because NexTalk operates without CAs, NexTalk does not have and cannot provide a CA ID number to the Commission. Further, because NexTalk’s technology routes is not web-based, it cannot provide a URL address. NexTalk will submit all other information required under Section 64.604(c)(5)(iii)(D)(2). Accordingly, waiver of these rules serve the public interest by enabling IP CTS capabilities without increasing the hardship for providers to comply with requirements that are not compatible with the providers’ technologies.

**IV. DESCRIPTION OF HOW NEXTALK’S SERVICES MEETS OR EXCEEDS ALL NON-WAIVED MANDATORY MINIMUM STANDARDS APPLICABLE TO IP CTS**

NexTalk’s IP-CTS service meets or exceeds all applicable minimum standards. Please see Appendix A, “Detailed Description of How NexTalk meets the Mandatory Minimum Standards.”

**V. OWNERS, EXECUTIVES, AND CORPORATE STRUCTURE**

Please see Appendix B.

**VI. FULL-TIME AND PART-TIME EMPLOYEES AND CONTRACTORS INVOLVED IN TRS OPERATIONS**

NexTalk does not install devices or use communications assistants. It has developed and licenses proprietary software solutions to enable Hard of Hearing persons to effectively communicate using standard devices. NexTalk has contracted with a third party answering

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<sup>6</sup> *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969).

service, AnswerFirst, to handle after hour and overflow support. AnswerFirst takes customer calls and alerts the NexTalk's on-call technical support person.

**VII. MAINTAINING COPIES OF EMPLOYMENT AGREEMENTS, EMPLOYEE LIST**

NexTalk will maintain copies of employment agreements for all of its employees directly involved in TRS operations and executives, and a list of names of employees directly involved in TRS operations, for a period of five years from the date of application. NexTalk will submit such information to the Commission upon request.

**VIII. LISTS OF SPONSORSHIP AGREEMENTS**

NexTalk does not have any sponsorship agreements related to its IP CTS offering.

**IX. PROVIDER COMPLIANCE WITH ELIGIBILITY REQUIREMENTS**

**A. Consumer Registration and Certification**

NexTalk will not seek to request or collect payments from the TRS Fund for customers who do not satisfy the registration and certification requirements in 47 C.F.R. § 64.611(j)(1).

NexTalk's application for service will require the consumer's full name, date of birth, last four digits of the consumer's social security number, full residential address, and telephone number.

All NexTalk consumers requesting service from NexTalk will become NexTalk customers after August 28, 2014. Prior to requesting compensation from the TRS Fund for the consumer, NexTalk will obtain a self-certification from the consumer through its online signup portal. The self-certification will require the user to attest the following:

- A. The consumer has a hearing loss that necessitates use of captioned telephone service;

- B. If, applicable, that the consumer understands that the captioning on captioned telephone service is provided by a live communications assistant who listens to the other party on the line and provides the text on the captioned phone;
- C. The consumer understands that the cost of captioning each internet protocol captioned telephone call is funded through a federal program; and
- D. The consumer will not permit, to the best of the consumer's ability, persons who have not registered to use internet protocol captioned telephone service to make captioned telephone calls on the consumer's registered IP captioned telephone service or device.

The certification will be made on a separate form from any other agreement or form and will include a separate consumer acknowledgement specific to the certification. The form will include a section that informs the consumer that such certification will be made under penalty of perjury and require the user to electronically signed the agreement in a manner that follows the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.*

NexTalk will maintain records of all registration and certification information for a period of at least five years after the consumer ceases to obtain service from NexTalk. NexTalk will also maintain the confidentiality of such registration and certification information and will not disclose this information or the content of this information except as required by law or regulation.

**B. TRS User Registration Database Information for IP CTS**

NexTalk will comply with the requirements set forth in 47 C.F.R. 64.611(j)(2), which extends TRS User Registration Database requirements to IP CTS providers.

NexTalk will submit user's full name; full residential address; telephone number; a unique identifier such as an electronic serial number of the user's IP CTS device, the user's log-in identification, or e-mail address; last four digits of the user's social security number or Tribal Identification number; date of birth; registered location (if applicable); IP CTS provider name;

date of service initiation and termination, when applicable; a digital copy of the user's self-certification of eligibility for IP CTS and the date obtained by NexTalk; and for existing users, the date in which the IP CTS user last placed an IP CTS call.

NexTalk will obtain consent from each new and existing registered IP CTS user to transmit the user's information to the TRS User Registration Database. Prior to obtaining consent, NexTalk will describe to the registered IP CTS user, using clear, easily understood language, the specific information obtained by the IP CTS provider from the user that is to be transmitted, and inform the user that the information is being transmitted to the TRS User Registration Database to ensure proper administration of the TRS program, and that failure to provide consent will result in the registered IP CTS user being denied service. NexTalk will keep a record of affirmative acknowledgment of such consent by every registered IP CTS user.

When registering a user who is transferring service from another IP CTS provider, NexTalk will obtain and submit a digital copy of a user's self-certification of eligibility if a query of the TRS User Registration Database shows a properly executed certification has not been filed.

NexTalk will not seek compensation from the TRS Fund for providing captioning service to any individual or device if the registration information for such individual or device has been removed from the TRS User Registration Database, or if NexTalk obtains information that the individual or device is not eligible to receive IP CTS.

### **C. 911 Calls and Confidentiality**

NexTalk's ASR-only IP CTS supports E911 calling and, through its underlying providers, ensures that E911 calls are routed to the appropriate public safety answering point (PSAP). When making an E911 call, the caller's NexTalk assigned telephone number is

automatically transmitted with the call ensuring that a call-back to the user triggers the captioning functionality. Because SpeechPath is an ASR-only application, there is no delay in transmitting a 911 call and no need to ensure the availability of a CA or to prioritize a 911 call. NexTalk relies on Registered Location information to determine the location of the caller.

NexTalk protects the privacy of IP CTS calls. NexTalk does not store or cache the content of any call after the call is made. NexTalk only retains such information as is necessary to enable billing. ASR-only IP CTS is more secure than CA-assisted calls as there is no intermediary CA privy to the call's content.

## **X. DESCRIPTION OF COMPLAINT PROCEDURES**

NexTalk will maintain a log of all consumer complaints, and it will maintain the log until the next application for certification is granted. The log includes, at minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.<sup>7</sup> NexTalk will submit summaries of logs indicating the number of complaints received from the 12—month period ending May 31 to the Commission by July 1 of each year.<sup>8</sup>

NexTalk user complaints can be sent to an email provided by NexTalk that is routed to the support manager. NexTalk users can also send complaint via physical mail. NexTalk keeps logs of any complaints in both its Customer Record Management (CRM) system and the original email sent lodging the complaint. Logs will be retained until the next application for certification is granted and will contain the requisite information: the date the complaint was filed, nature of the complaint, date and explanation of the resolution of the complaint.

In accordance with 47 C.F.R. § 64.604(c)(2), NexTalk has established a contact for TRS consumer information and to respond to any complaints about the provider:

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<sup>7</sup> 47 C.F.R. § 64.604(c)(1)(i).

<sup>8</sup> 47 C.F.R. § 64.604(c)(1)(ii).

Chau Tran  
[support@nextalk.com](mailto:support@nextalk.com)  
448 E Winchester, Ste. 100  
Murray, UT 84107

Commission correspondence to NexTalk should be addressed to:

NexTalk  
Attn: Chau Tran  
448 E Winchester, Ste 100  
Murray, UT 84107

**XI. STATEMENT REGARDING ANNUAL COMPLIANCE REPORTS**

NexTalk, on an annual basis, will file with the Commission a report demonstrating that it is in compliance with 47 C.F.R. §§ 64.604, 64.605, and 64.606.

**XII. CERTIFICATION**

I swear under penalty of perjury that I am Trent Staggs, the Chief Executive Office of NexTalk, Inc., and that I have examined the foregoing submissions, and that all information required under the Commission's rules and orders has been provided and all statements of fact, as well as all documentation contained in this submission, are true, accurate, and complete.

**XIII. CONCLUSION**

For the reasons set forth above, NexTalk respectfully requests that the Commission grant this application for certification to provide IP CTS.

Respectfully submitted,

\_\_\_\_\_/s/  
Trent Staggs  
NEXTALK, INC.  
448 E. Winchester Street, Suite 100  
Murray, Utah 84107  
(801) 274-6001

\_\_\_\_\_/s/  
Michael H. Pryor  
Marckia L. Hayes  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
1155 F. Street, NW, Suite 1200  
Washington, DC 20004  
(202) 383-4706

*Counsel for NexTalk, Inc.*

February 7, 2022



**APPENDIX A : Compliance with Commission Rules**

**A. 47 C.F.R. § 64.604 Mandatory Minimum Standards**

**1. (a) Operational Standards**

STANDARD	RULE	WAIVER?	NEXTalk COMPLIANCE
<p><b>Communications Assistants (CAs)</b> § 64.604(a)(1)</p>	<p>(1) Communications assistant (CA).</p> <p>(i) TRS providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.</p> <p>(ii) CAs must have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.</p> <p>(iii) CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.</p> <p>(iv) TRS providers are responsible for requiring that VRS CAs are qualified interpreters. A “qualified interpreter” is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.</p> <p>(v) CAs answering and placing a TTY–based TRS or VRS call shall stay with the call for a minimum of ten minutes. CAs answering and placing an STS call shall stay with the call for a minimum of twenty minutes. The minimum time period shall begin to run when the CA reaches the called party. The obligation of the CA to stay with the call shall terminate upon the earlier of:</p> <p>(A) The termination of the call by one of the parties to the call; or</p>		<p>Because NexTalk does not use CAs, most of the requirements (<i>e.g.</i>, the CAs’ gender, training, impartiality, etc.) are not applicable. Nor are provisions related to TTY and STS services applicable. To the extent these provisions require levels of performance, NexTalk’s IP-CTS will meet or exceed those requirements. Specifically:</p> <p>(1) NexTalk’s transcription occurs in real-time at a rate greater than the standard of 60 words per minute.</p> <p>(2) Automated translations are accurate and impartial.</p> <p>(3) SpeechPath will be available during the entire a length of a call.</p>

	<p>(B) The completion of the minimum time period.</p> <p>(vi) TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.</p> <p>(vii) TRS shall transmit conversations between TTY and voice callers in real time.</p> <p>(viii) STS providers shall offer STS users the option to have their voices muted so that the other party to the call will hear only the CA and will not hear the STS user's voice.</p>		
<p><b>Confidentiality Rule</b> § 64.604(a)(2)(i)</p>	<p>(2) Confidentiality and conversation content.</p> <p>(i) Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls.</p> <p>(ii) CA's cannot intentionally alter a relayed conversation and must generally relay conversations verbatim.</p>		<p>NexTalk does not use CAs. NexTalk, however, takes steps to ensure the confidentiality of conversation.</p> <p>NexTalk's provides a 256-bit encryption, all conversations are deleted once the call has ended. Although the user has the option to save the conversation, NexTalk does not save, cache or otherwise record conversations. The content of conversations are deleted at the completion of the call.</p> <p>NexTalk's SpeechPath caption software transcribes conversations verbatim with minimal errors.</p>
<p><b>Types of Calls—Handle Any Type of Call</b> § 64.604(a)(3)(ii)</p>	<p>(3) Types of calls.</p>		<p>NexTalk is capable of handling any type of call normally provided by telecommunications carriers and</p>

	<p>(ii) Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call.</p> <p>Internet based TRS providers need not provide the same billing options (<i>e.g.</i>, collect calls) for long distance wireline calls if they allow for long distance calls to be placed using calling cards or credit cards or do not assess long distance charges.</p>		<p>does not limit the length of calls using the captioning program.</p> <p>SpeechPath does not charge for long distance calls.</p>
<p><b>Types of Calls—Decline Because of Authorization</b> § 64.604(a)(3)(iii)</p>	<p>(3) Types of calls.</p> <p>(iii) Relay service providers are permitted to decline to complete a call because credit authorization is denied.</p>		<p>NexTalk understands that it can decline a call because credit authorization is denied.</p>
<p><b>Types of Calls—TRS Call Types</b> § 64.604(a)(3)(v)</p>	<p>(3) Types of calls.</p> <p>(v) TRS providers are required to provide the following types of TRS calls:</p> <p>(A) Text-to-voice and voice-to-text;</p> <p>(B) One-line VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; and</p> <p>(C) One-line HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO. VRS providers are not required to provide text-to-voice and voice-to-text functionality. IP Relay providers are not required to provide one-line VCO and one-line HCO. IP Relay providers and VRS providers are not required to provide:</p> <p>(1) VCO-to-TTY and VCO-to-VCO; and</p>		<p>SpeechPath provides text-to-voice and voice-to-text service.</p>

	<p>(2) HCO-to-TTY and HCO-to-HCO. Captioned telephone service providers and IP CTS providers are not required to provide:</p> <p>(i) Text-to-voice functionality; and</p> <p>(ii) One-line HCO, two-line HCO, HCO-to-TTY, and HCO-to-HCO. IP CTS providers are not required to provide one-line VCO.</p>		
<p><b>Types of Calls—Features</b> § 64.604(a)(3)(vi)</p>	<p>(3) Types of calls.</p> <p>(vi) TRS providers are required to provide the following features:</p> <p>(A) Call release functionality (only with respect to the provision of TTY-based relay service);</p> <p>(B) Speed dialing functionality; and</p> <p>(C) Three-way calling functionality.</p>		<p>NexTalk provides call release functionality.</p> <p>NexTalk provides speed dialing for numbers in the user's address book.</p> <p>NexTalk allows three-way calling functionality to the extent enabled by the subscriber's device.</p>
<p><b>Voice Mail and Interactive Menus</b> § 64.604(a)(3)(vii)</p>	<p>(3) Types of calls.</p> <p>(vii) Voice mail and interactive menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.</p>		<p>NexTalk does not use CAs, and therefore, the requirements of a recorded message and interactive menu through a hot key on the CA's terminal is not applicable.</p>

<b>Voice Mail Retrieval</b> § 64.604(a)(3)(viii)	(3) Types of calls.  (viii) TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.		NexTalk users can call their voicemail and have it transcribed with our speech to text automation.  Because NexTalk does not provide devices, it cannot provide answering machine functionality.
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## 2. (b) Technical Standards

STANDARD	RULE	WAIVER?	NEXTALK COMPLIANCE
<b>Speed of Answer for IP CTS—Availability</b> § 64.604(b)(2)(i)	(2) Speed of answer.  (i) TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.		NexTalk does not use CAs. All calls will be answered efficiently, regardless of calling volumes, so that the probability of a busy response shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
<b>Speed of Answer for IP CTS—Timing</b> § 64.604(b)(2)(ii)	(2) Speed of answer.  (ii) TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten seconds begins at the time the call is delivered to the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.		NexTalk guarantees to answer 85% of all calls within 10 seconds, which results in the caller's call immediately being placed, not put in a queue or on hold. NexTalk usually answers 99.99 of its call within 2 seconds.  In calculating speed of answer, NexTalk includes abandoned calls. NexTalk acknowledges that

			<p>compliance with speed of answer requirements must be met daily.</p> <p>NexTalk’s ASR software rides on the user’s devices and existing network connections. There are no queues while waiting for a CA because NexTalk does not use CAs.</p>
<b>24/7 Operations</b> § 64.604(b)(4)(i)	(4) TRS facilities.  (i) TRS shall operate every day, 24 hours a day. Relay services that are not mandated by this Commission need not be provided every day, 24 hours a day, except VRS.		<p>NexTalk’s facilities will operate every day, 24 hours a day.</p>
<b>Redundancy</b> § 64.604(b)(4)(ii)	(4) TRS facilities.  (ii) TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.		<p>NexTalk utilizes large, commercial data centers with Fortune 100 companies that provide redundancy and service guarantees.</p> <p>These data centers offer uninterruptible power to operate NexTalk’s servers for emergency use.</p>
<b>Caller ID</b> § 64.604(b)(6)	(6) Caller ID. When a TRS facility is able to transmit any calling party identifying information to the public network, the TRS facility must pass through, to the called party, at least one of the following: the number of the TRS facility, 711, or the 10–digit number of the calling party.		<p>NexTalk is able to transmit any calling party identifying information to the public network. Specifically, NexTalk can transmit the calling party’s caller ID or 10-digit number.</p>

### 3. (c) Functional Standards

STANDARD	RULE	WAIVER?	NEXTALK COMPLIANCE
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<b>Complaint Logs &amp; Procedures</b> § 64.604(c)(1)	<p>(1) Consumer complaint logs.</p> <p>(i) States and interstate providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.</p> <p>(ii) Beginning July 1, 2002, states and TRS providers shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the Commission by July 1 of each year. Summaries of logs submitted to the Commission on July 1, 2001 shall indicate the number of complaints received from the date of OMB approval through May 31, 2001.</p>		<p>NexTalk keeps logs of any complaints in both its Customer Record Management (CRM) and the original email sent lodging the complaint. Logs will be retained until the next application for certification is granted and will contain the requisite information: the date the complaint was filed, nature of the complaint, date and explanation of the resolution of the complaint. <i>See Application, supra</i>, Section X, Complaint Procedures.</p> <p>NexTalk will submit required summaries.</p>
<b>Complaint Contact Persons</b> § 64.604(c)(2)	<p>(2) Contact persons. Beginning on June 30, 2000, State TRS Programs, interstate TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intrastate TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following:</p> <p>(i) The name and address of the office that receives complaints, grievances, inquiries, and suggestions;</p> <p>(ii) Voice and TTY telephone numbers, fax number, e-mail address, and web address; and</p> <p>(iii) The physical address to which correspondence should be sent.</p>		<p><i>See Application, supra</i>, Section X, Complaint Procedures.</p>

<p><b>Rates</b> § 64.604(c)(4)</p>	<p>(4) Rates. TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.</p>		<p>NexTalk users utilize their existing phone or internet plans when using SpeechPath’s over-the-top captioning software. NexTalk will not charge users qualified to receive TRS support.</p>
<p><b>Data Collection and Audits</b> § 64.604(c)(5)(iii)(D)(1)</p>	<p>(D) Data Collection and Audits.</p> <p>(1) TRS providers seeking compensation from the TRS Fund shall provide the administrator with true and adequate data, and other historical, projected and state rate related information reasonably requested to determine the TRS Fund revenue requirements and payments. TRS providers shall provide the administrator with the following: total TRS minutes of use, total interstate TRS minutes of use, total TRS investment in general in accordance with part 32 of this chapter, and other historical or projected information reasonably requested by the administrator for purposes of computing payments and revenue requirements. In annual cost data filings and supplementary information provided to the administrator regarding such cost data, IP CTS providers that contract for the supply of services used in the provision of TRS shall include information about payments under such contracts, classified according to the substantive cost categories specified by the administrator. To the extent that a third party's provision of services covers more than one cost category, the resubmitted cost reports must provide an explanation of how the provider determined or calculated the portion of contractual payments attributable to each cost category. To the extent that the administrator reasonably deems necessary, providers shall submit additional detail on such contractor expenses, including but not limited to complete copies of such contracts and related correspondence or other records and information relevant to determining the nature of the services provided and the allocation of the costs of such services to cost categories.</p>		<p>NexTalk will provide the administrator with true and adequate data, and other historical, projected and state rate related information reasonably requested to determine the TRS Fund revenue requirements and payments. NexTalk will provide the administrator with the following: total TRS minutes of use, total interstate TRS minutes of use, total TRS investment in general in accordance with part 32 of this chapter, and other historical or projected information reasonably requested by the administrator for purposes of computing payments and revenue requirements.</p>



<p><b>Data Collection and Audits</b> § 64.604(c)(5)(iii)(D)(2)</p>	<p>(2) Call data required from all TRS providers. In addition to the data requested by paragraph (c)(5)(iii)(D)(1) of this section, TRS providers seeking compensation from the TRS Fund shall submit the following specific data associated with each TRS call for which compensation is sought:</p> <ul style="list-style-type: none"> <li>(i) The call record ID sequence;</li> <li>(ii) CA ID number;</li> <li>(iii) Session start and end times noted at a minimum to the nearest second;</li> <li>(iv) Conversation start and end times noted at a minimum to the nearest second;</li> <li>(v) Incoming telephone number and IP address (if call originates with an IP-based device) at the time of the call;</li> <li>(vi) Outbound telephone number (if call terminates to a telephone) and IP address (if call terminates to an IP-based device) at the time of call;</li> <li>(vii) Total conversation minutes;</li> <li>(viii) Total session minutes;</li> <li>(ix) The call center (by assigned center ID number) or home workstation (by assigned home workstation identification number) that handled the call; and</li> <li>(x) The URL address through which the call is initiated.</li> </ul>	<p><b>Partial Waiver Requested</b></p>	<p>NexTalk will provide FCC each of the items required in this section, which include:</p> <ul style="list-style-type: none"> <li>(i) The call record ID sequence;</li> <li>(iii) Session start and end times noted at a minimum to the nearest second;</li> <li>(iv) Conversation start and end times noted at a minimum to the nearest second;</li> <li>(v) Incoming telephone number and IP address (if call originates with an IP-based device) at the time of the call;</li> <li>(vi) Outbound telephone number (if call terminates to a telephone) and IP address (if call terminates to an IP-based device) at the time of call;</li> <li>(vii) Total conversation minutes;</li> <li>(viii) Total session minutes; and</li> <li>(ix) The call center (by assigned center ID number) or home workstation (by assigned home workstation identification number) that handled the call.</li> </ul>
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			<p>NexTalk requests a waiver on providing the following:</p> <p>(ii) CA ID number, because NexTalk does not use CAs; and</p> <p>(x) The URL address through which the call is initiated.</p>
<b>Data Collection and Audits—Speed of Answer</b> § 64.604(c)(5)(iii)(D)(3)	(3) Additional call data required from internet-based Relay Providers. In addition to the data required by paragraph (c)(5)(iii)(D)(2) of this section, internet-based Relay Providers seeking compensation from the Fund shall submit speed of answer compliance data.		NexTalk will track and provide speed of answer compliance data.
<b>Data Collection and Audits—Record Keeping and Submission</b> § 64.604(c)(5)(iii)(D)(4)	(4) Call record and speed of answer data. Providers submitting call record and speed of answer data in compliance with paragraphs (c)(5)(iii)(D)(2) and (3) of this section shall:  (i) Employ an automated record keeping system to capture such data required pursuant to paragraph (c)(5)(iii)(D)(2) of this section for each TRS call for which minutes are submitted to the fund administrator for compensation; and  (ii) Submit such data electronically, in a standardized format. For purposes of this subparagraph, an automated record keeping system is a system that captures data in a computerized and electronic format that does not allow human intervention during the call session for either conversation or session time.		<p>NexTalk employs an automated record-keeping system to capture speed in compliance with paragraphs (c)(5)(iii)(D)(2) and (3) of this section.</p> <p>NexTalk will submit such data electronically, in a standardized format.</p>
<b>Certification</b> § 64.604(c)(5)(iii)(D)(5)	(5) Certification. The chief executive officer (CEO), chief financial officer (CFO), or other senior executive of a TRS provider with firsthand knowledge of the accuracy and completeness of the information provided, when submitting a request for compensation from the TRS Fund must, with each such request, certify as follows:		NexTalk will submit the requisite certification when submitting a funding request.

	<p>I swear under penalty of perjury that:</p> <p>(i) I am _____ (name and title)____, an officer of the above-named reporting entity and that I have examined the foregoing reports and that all requested information has been provided and all statements of fact, as well as all cost and demand data contained in this Relay Services Data Request, are true and accurate; and</p> <p>(ii) The TRS calls for which compensation is sought were handled in compliance with Section 225 of the Communications Act and the Commission's rules and orders and are not the result of impermissible financial incentives or payments to generate calls.</p>		
<b>Audits</b> § 64.604(c)(5)(iii)(D)(6)	<p>(6) Audits. The Fund administrator and the Commission, including the Office of Inspector General, shall have the authority to examine and verify TRS provider data as necessary to assure the accuracy and integrity of TRS Fund payments. TRS providers must submit to audits annually or at times determined appropriate by the Commission, the fund administrator, or by an entity approved by the Commission for such purpose. A TRS provider that fails to submit to a requested audit or fails to provide documentation necessary for verification upon reasonable request, will be subject to an automatic suspension of payment until it submits to the requested audit or provides sufficient documentation. In the course of an audit or otherwise upon demand, an IP CTS provider must make available any relevant documentation, including contracts with entities providing services or equipment directly related to the provision of IP CTS, to the Commission, the TRS Fund administrator, or any person authorized by the Commission or TRS Fund administrator to conduct an audit.</p>		<p>NexTalk is willing to submit audits annually or at times determined appropriate by the Commission, the fund administrator, or by an entity approved by the Commissioner for such purpose. NexTalk understands that if it fails to submit a requested audit or fail to provide documentation necessary for verification upon reasonable request, it will be subject to an automatic suspension of payment until it submits the requested audit or provides sufficient documentation.</p>
<b>Call Data Record Retention</b>	<p>(7) Call data record retention. Internet-based TRS providers shall retain the data required to be submitted by this section, and all</p>		<p>NexTalk will retain the data required to be submitted by this</p>

§64.604(c)(5)(iii)(D)(7)	other call detail records, other records that support their claims for payment from the TRS Fund, and records used to substantiate the costs and expense data submitted in the annual relay service data request form, in an electronic format that is easily retrievable, for a minimum of five years.		section, and all other call detail records, other records that support their claims for payment from the TRS Fund, and records used to substantiate the costs and expense data submitted in the annual relay service data request form, in an electronic format that is easily retrievable, for a minimum of five years.
<b>Payments to TRS Providers</b> § 64.604(c)(5)(iii)(E)(3)	(E) Payments to TRS providers.  (3) In addition to the data required under paragraph (c)(5)(iii)(C) of this section, all TRS providers, including providers who are not interexchange carriers, local exchange carriers, or certified state relay providers, must submit reports of interstate TRS minutes of use to the administrator in order to receive payments.		NexTalk agrees to submit reports of interstate TRS minutes of use to the administrator in order to receive payments.
<b>Notification</b> § 64.604(c)(5)(iii)(G)	(G) Any eligible TRS provider as defined in paragraph (c)(5)(iii)(F) of this section shall notify the administrator of its intent to participate in the TRS Fund thirty (30) days prior to submitting reports of TRS interstate minutes of use in order to receive payment settlements for interstate TRS, and failure to file may exclude the TRS provider from eligibility for the year.		NexTalk will notify the administrator of its intent to participate in the TRS Fund thirty (30) days prior to submitting reports of TRS interstate minutes of use in order to receive payment settlements for interstate TRS and understands that failure to file may exclude the TRS provider from eligibility for the year.
<b>Information Filed with the Administrator</b> § 64.604(c)(5)(iii)(I)	(I) Information filed with the administrator. The Chief Executive Officer (CEO), Chief Financial Officer (CFO), or other senior executive of a provider submitting minutes to the Fund for compensation must, in each instance, certify, under penalty of perjury, that the minutes were handled in compliance with section 225 of the Communications Act of 1934 and the Commission's		The individual submitting minutes to the TRS Fund for compensation will certify, under penalty of perjury, that the minutes were handled in compliance with section 225 of the Communications Act of

	<p>rules and orders, and are not the result of impermissible financial incentives or payments to generate calls. The CEO, CFO, or other senior executive of a provider submitting cost and demand data to the TRS Fund administrator shall certify under penalty of perjury that such information is true and correct. The administrator shall keep all data obtained from contributors and TRS providers confidential and shall not disclose such data in company-specific form unless directed to do so by the Commission. Subject to any restrictions imposed by the Chief of the Consumer and Governmental Affairs Bureau, the TRS Fund administrator may share data obtained from carriers with the administrators of the universal support mechanisms (see § 54.701 of this chapter), the North American Numbering Plan administration cost recovery (see § 52.16 of this chapter), and the long-term local number portability cost recovery (see § 52.32 of this chapter). The TRS Fund administrator shall keep confidential all data obtained from other administrators. The administrator shall not use such data except for purposes of administering the TRS Fund, calculating the regulatory fees of interstate and intrastate common carriers and VoIP service providers, and aggregating such fee payments for submission to the Commission. The Commission shall have access to all data reported to the administrator, and authority to audit TRS providers. Contributors may make requests for Commission nondisclosure of company-specific revenue information under § 0.459 of this chapter by so indicating on the Telecommunications Reporting Worksheet at the time that the subject data are submitted. The Commission shall make all decisions regarding nondisclosure of company-specific information.</p>		<p>1934 and the Commission's rules and orders and are not the result of impermissible financial incentives or payments to generate calls. The individual submitting cost and demand data to the TRS Fund administrator will certify, under penalty of perjury, that such information is true and correct.</p>
<p><b>Enforcement Provisions</b> § 64.604(c)(5)(iii)(K)</p>	<p>(K) All parties providing services or contributions or receiving payments under this section are subject to the enforcement provisions specified in the Communications Act, the Americans with Disabilities Act, and the Commission's rules.</p>		<p>NexTalk understands that it is subject to the enforcement provisions specified in the Communications Act, the Americans with Disabilities Act, and the Commission's rules.</p>

<p><b>Whistleblower Notice</b> § 64.604(c)(5)(iii)(M)</p>	<p>Providers shall not take any reprisal in the form of a personnel action against any current or former employee or contractor who discloses to a designated manager of the provider, the Commission, the TRS Fund administrator or to any Federal or state law enforcement entity, any information that the reporting person reasonably believes evidences known or suspected violations of the Communications Act or TRS regulations, or any other activity that the reporting person reasonably believes constitutes waste, fraud, or abuse, or that otherwise could result in the improper billing of minutes of use to the TRS Fund and discloses that information to a designated manager of the provider, the Commission, the TRS Fund administrator or to any Federal or state law enforcement entity. Providers shall provide an accurate and complete description of these TRS whistleblower protections, including the right to notify the FCC's Office of Inspector General or its Enforcement Bureau, to all employees and contractors, in writing. Providers that already disseminate their internal business policies to its employees in writing (e.g. in employee handbooks, policies and procedures manuals, or bulletin board postings—either online or in hard copy) must include an accurate and complete description of these TRS whistleblower protections in those written materials.</p>		<p>NexTalk understands and agrees that it will comply with the whistleblower protection requirements.</p>
<p><b>TRS Customer Information</b> § 64.604(c)(7)</p>	<p>(7) Treatment of TRS customer information. Beginning on July 21, 2000, all future contracts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.</p>		<p>If required, NexTalk will provide all TRS customer profile data in usable form within 60 days prior to its last day of service provision.</p> <p>NexTalk will not use customer information for any purposes other than to connect to the TRS user with the called parties desired by that TRS user. NexTalk and its employees will not sell, distribute, share, or reveal in any other way</p>

			unless compelled to do so by lawful order.
<b>No Incentives to Use IP CTS</b> § 64.604(c)(8)	(8) Incentives for use of IP CTS and VRS.  (i) An IP CTS provider shall not offer or provide to any person or entity that registers to use IP CTS any form of direct or indirect incentives, financial or otherwise, to register for or use IP CTS.  (ii) An IP CTS provider shall not offer or provide to a hearing health professional any direct or indirect incentives, financial or otherwise, that are tied to a consumer's decision to register for or use IP CTS. Where an IP CTS provider offers or provides IP CTS equipment, directly or indirectly, to a hearing health professional, and such professional makes or has the opportunity to make a profit on the sale of the equipment to consumers, such IP CTS provider shall be deemed to be offering or providing a form of incentive tied to a consumer's decision to register for or use IP CTS.  (iii) Joint marketing arrangements between IP CTS providers and hearing health professionals shall be prohibited.		NexTalk does not and will not offer or provide any direct or indirect incentives to any IP CTS consumer or entity that registers for compensable services. NexTalk does not and will not offer or provide to any hearing health care professional any direct or indirect incentives to influence the consumer's decision to register for or use IP CTS. NexTalk will not enter into prohibited joint marketing arrangements with any hearing health care professionals.
<b>IP CTS Settings</b> § 64.604(c)(10)	(10) IP CTS settings. Each IP CTS provider shall ensure that, for each IP CTS device it distributes, directly or indirectly:  (i) The device includes a button, key, icon, or other comparable feature that is easily operable and requires only one step for the consumer to turn on captioning; and  (ii) On or after December 8, 2018, any volume control or other amplification feature can be adjusted separately and independently of the caption feature.		NexTalk does not distribute devices. SpeechPath software integrates with the user's devices. The software is easily operable. Once the user inserts the number to be dialed, the software automatically sets up the call with captioning. The user also has the option of pausing the transcription.
<b>IP CTS Equipment Label</b>	(11) IP CTS Equipment.		NexTalk does not distribute equipment. It will, however, take

<p>§ 64.604(c)(11)</p>	<p>(ii) No person shall use IP CTS equipment or software with the captioning on, unless:</p> <p>(A) Such person is registered to use IP CTS pursuant to paragraph (c)(9) of this section; or</p> <p>(B) Such person was an existing IP CTS user as of March 7, 2013, and either paragraph (c)(9)(xi) of this section is not yet in effect or the registration deadline in paragraph (c)(9)(xi) of this section has not yet passed.</p> <p>(iii) IP CTS providers shall ensure that any newly distributed IP CTS equipment has a label on its face in a conspicuous location with the following language in a clearly legible font: “FEDERAL LAW PROHIBITS ANYONE BUT REGISTERED USERS WITH HEARING LOSS FROM USING THIS DEVICE WITH THE CAPTIONS ON.” For IP CTS equipment already distributed to consumers by any IP CTS provider as of July 11, 2014, such provider shall, no later than August 11, 2014, distribute to consumers equipment labels with the same language as mandated by this paragraph for newly distributed equipment, along with clear and specific instructions directing the consumer to attach such labels to the face of their IP CTS equipment in a conspicuous location. For software applications on mobile phones, laptops, tablets, computers or other similar devices, IP CTS providers shall ensure that, each time the consumer logs into the application, the notification language required by this paragraph appears in a conspicuous location on the device screen immediately after log-in.</p> <p>(iv) IP CTS providers shall maintain, with each consumer’s registration records, records describing any IP CTS equipment provided, directly or indirectly, to such consumer, stating the amount paid for such equipment, and stating whether the label required by paragraph (c)(11)(iii) of this section was affixed to such equipment prior to its provision to the consumer. For consumers to whom IP CTS equipment was provided directly or</p>	<p>reasonable steps to ensure that only registered users utilize the software, including inserting the following notification appears in a conspicuous location on the device screen immediately after each log in: “FEDERAL LAW PROHIBITS ANYONE BUT REGISTERED USERS WITH HEARING LOSS FROM USING THIS CAPTIONING SOFTWARE”.</p> <p>Although NexTalk does not distribute equipment, it agrees to maintain, with each consumer’s registration records, records stating whether the label described above was included in the IP CTS software provided.</p> <p>NexTalk agrees to maintain such records for a minimum period of five years after the consumer ceases to obtain service from the provider.</p> <p>NexTalk agrees to ensure that its informational materials and websites used to market, advertise, educate, or otherwise inform consumers that obtain free service and professionals about IP CTS includes the following language in a prominent location in a clearly legible font: “FEDERAL LAW PROHIBITS ANYONE BUT REGISTERED USERS WITH HEARING LOSS FROM USING</p>
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	<p>indirectly prior to the effective date of this paragraph (c)(11), such records shall state whether and when the label required by paragraph (c)(11)(iii) of this section was distributed to such consumer. Such records shall be maintained for a minimum period of five years after the consumer ceases to obtain service from the provider.</p> <p>(v) IP CTS providers shall ensure that their informational materials and websites used to market, advertise, educate, or otherwise inform consumers and professionals about IP CTS include the following language in a prominent location in a clearly legible font: “FEDERAL LAW PROHIBITS ANYONE BUT REGISTERED USERS WITH HEARING LOSS FROM USING INTERNET PROTOCOL (IP) CAPTIONED TELEPHONES WITH THE CAPTIONS TURNED ON. IP Captioned Telephone Service may use a live operator. The operator generates captions of what the other party to the call says. These captions are then sent to your phone. There is a cost for each minute of captions generated, paid from a federally administered fund.” For IP CTS provider websites, the language shall be included on the website's home page, each page that provides consumer information about IP CTS, and each page that provides information on how to order IP CTS or IP CTS equipment. IP CTS providers that do not make any use of live CAs to generate captions may shorten the notice to leave out the second, third, and fourth sentences.</p>		<p>INTERNET PROTOCOL (IP) CAPTIONED TELEPHONES WITH THE CAPTIONS TURNED ON.”</p>
<p><b>Unauthorized and Unnecessary Use of VRS or IP CTS</b> § 64.604(c)(13)</p>	<p>(13) Unauthorized and unnecessary use of VRS or IP CTS.</p> <p>(i) A VRS or IP CTS provider shall not engage in any practice that the provider knows or has reason to know will cause or encourage:</p> <p>(A) False or unverified claims for TRS Fund compensation;</p> <p>(B) Unauthorized use of VRS or IP CTS;</p>		<p>NexTalk agrees to not engage in any practice that it knows or has reason to know will cause or encourage any of the activities described in this section.</p>

	<p>(C) The making of VRS or IP CTS calls that would not otherwise be made; or</p> <p>(D) The use of VRS or IP CTS by persons who do not need the service in order to communicate in a functionally equivalent manner.</p> <p>(ii) A VRS or IP CTS provider shall not seek payment from the TRS Fund for any minutes of service it knows or has reason to know are resulting from the practices listed in paragraph (c)(13)(i) of this section or from the use of IP CTS by an individual who does not need captions to communicate in a functionally equivalent manner.</p> <p>(iii) Any VRS or IP CTS provider that becomes aware of any practices listed in paragraphs (c)(13)(i) or (ii) of this section being or having been committed by any person shall, as soon as practicable, report such practices to the Commission or the TRS Fund administrator.</p> <p>(iv) An IP CTS provider may complete and request compensation for IP CTS calls to or from unregistered users at a temporary, public IP CTS device set up in an emergency shelter. The IP CTS provider shall notify the TRS Fund administrator of the dates of activation and termination for such device.</p>		
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**4. (d) Other Standards**

<b>STANDARD</b>	<b>RULE</b>	<b>WAIVER?</b>	<b>NEXTalk COMPLIANCE</b>
<b>Emergency Call Handling for IP CTS</b> § 9.14(e)	(e) E911 Service for IP CTS on or after January 6, 2021, for fixed services, and on or after January 6, 2022, for non-fixed services—(1) Scope. The following requirements of paragraphs (e)(1) through (4) of this section are only applicable to “covered		NexTalk’s ASR IP-CTS users can call E911 and the call is transferred to the appropriate PSAP based on the caller’s Registered Location.

	<p>IP CTS providers,” who are providers of IP CTS to the extent that the IP CTS provider, itself or through an entity with whom the IP CTS provider contracts, places or routes voice calls to the public switched telephone network. Further, these requirements apply only to 911 calls placed by a registered user whose dispatchable location is in a geographic area served by a Wireline E911 Network and is available to the provider handling the call.</p> <p>(2) E911 Service. Covered IP CTS providers must, as a condition of providing service to a user:</p> <p>(i) Provide that user with E911 service as described in this section;</p> <p>(ii) Transmit or provide the following to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller's dispatchable location and that has been designated for telecommunications carriers pursuant to § 9.4:</p> <p>(A) All 911 calls, provided that “all 911 calls” is defined as “any communication initiated by an IP CTS user dialing 911;”</p> <p>(B) With the call, a telephone number that is assigned to the caller and that enables the PSAP, designated statewide default answering point, or appropriate local emergency authority to call the 911 caller back directly, while enabling the caller to receive captions on the callback; and</p> <p>(C) The location information described in paragraph (e)(4) of this section.</p> <p>(iii) Route all 911 calls through the use of ANI and, if necessary, pseudo-ANI, via the dedicated Wireline E911 Network, provided that nothing in this subparagraph shall preclude routing the call first to a call center to ascertain the caller's location in the event</p>		<p>The telephone number assigned to the user is automatically transmitted with the E911 call as the callback number, enabling captioning to occur. NexTalk obtains Registered Location information from its users.</p>
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	<p>that the covered IP CTS provider is unable to obtain or confirm the caller's location information; and</p> <p>(iv) Make the location information described in paragraph (e)(4) of this section and callback number available to the appropriate PSAP, designated statewide default answering point, or appropriate local emergency authority from or through the appropriate automatic location information (ALI) database.</p> <p>(4) Location requirements. To meet E911 service requirements, covered IP CTS providers must provide location information with each 911 call as follows:</p> <p>(i) Fixed IP CTS. Providers of fixed IP CTS must provide automated dispatchable location with each 911 call.</p> <p>(ii) Non-fixed IP CTS. For non-fixed IP CTS (service that is capable of being used from more than one location), covered IP CTS providers must provide location information in accordance with paragraph (e)(4)(ii)(A) of this section, if technically feasible. Otherwise, covered IP CTS providers must either provide location information in accordance with paragraph (e)(4)(ii)(B) or (C) or meet paragraph (e)(4)(iii)(D) of this section.</p> <p>(A) Provide automated dispatchable location, if technically feasible.</p> <p>(B) Provide Registered Location information that meets the following requirements:</p> <p>(1) The service provider has obtained from the customer, prior to the initiation of service, the Registered Location (as defined in § 9.3) at which the service will first be used; and</p> <p>(2) The service provider has provided end users one or more methods of updating their Registered Location, including at least</p>		
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	<p>one option that requires use only of the internet-based TRS access technology necessary to access the IP CTS. Any method used must allow an end user to update the Registered Location at will and in a timely manner.</p> <p>(C) Provide Alternative Location Information as defined in § 9.3.</p> <p>(D) Route the caller to a call center.</p>		
<p><b>Internet-based TRS Registration</b> § 64.611</p>	<p>(a) Default provider registration. Every provider of VRS or IP Relay must, no later than December 31, 2008, provide users with the capability to register with that VRS or IP Relay provider as a “default provider.” Upon a user's registration, the VRS or IP Relay provider shall:</p> <p>(1) Either:</p> <p>(i) Facilitate the user’s valid number portability request as set forth in 47 CFR 52.34; or, if the user does not wish to port a number,</p> <p>(ii) Assign that user a geographically appropriate North American Numbering Plan telephone number; and</p> <p>(2) Route and deliver all of that user’s inbound and outbound calls unless the user chooses to place a call with, or receives a call from, an alternate provider.</p> <p>(b) Mandatory registration of new users. As of December 31, 2008, VRS and IP Relay providers must, prior to the initiation of service for an individual that has not previously utilized VRS or IP Relay, register that new user as described in paragraph (a) of this section.</p> <p>(c) Obligations of default providers and former default providers.</p>		<p>NexTalk will ensure it provides users with the capability to register it as a default provider and comply with the obligations of a default provider as applicable to ASR-only IP CTS providers.</p>

	<p>(1) Default providers must:</p> <p>(i) Obtain current routing information from their Registered internet-based TRS Users, registered enterprise and public videophones, and hearing point-to-point video users;</p> <p>(ii) Provision such information to the TRS Numbering Directory; and</p> <p>(iii) Maintain such information in their internal databases and in the TRS Numbering Directory.</p> <p>(2) Internet-based TRS providers (and, to the extent necessary, their Numbering Partners) must:</p> <p>(i) Take such steps as are necessary to cease acquiring routing information from any VRS, IP Relay, or hearing point-to-point video user, or any individual responsible for maintaining an enterprise or public videophone, that ports a NANP telephone number to another VRS or IP Relay provider or otherwise selects a new default provider; and</p> <p>(ii) Communicate among themselves as necessary to ensure that:</p> <p>(A) Only the default provider provisions routing information to the central database; and</p> <p>(B) VRS and IP Relay providers other than the default provider are aware that they must query the TRS Numbering Directory in order to obtain accurate routing information for a particular user of VRS or IP Relay, or for an enterprise or public videophone.</p> <p>(d) Proxy numbers. After December 31, 2008, a VRS or IP Relay provider:</p> <p>(1) May not assign or issue a proxy or alias for a NANP telephone number to any user; and</p>		
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	<p>(2) Must cease to use any proxy or alias for a NANP telephone number assigned or issued to any Registered Internet-based TRS User.</p> <p>(e) Toll free numbers. A VRS or IP Relay provider:</p> <p>(1) May not assign or issue a toll free number to any VRS or IP Relay user.</p> <p>(2) That has already assigned or provided a toll free number to a VRS or IP Relay user must, at the VRS or IP Relay user's request, facilitate the transfer of the toll free number to a toll free subscription with a toll free service provider that is under the direct control of the user.</p> <p>(3) Must within one year after the effective date of this Order remove from the Internet-based TRS Numbering Directory any toll free number that has not been transferred to a subscription with a toll free service provider and for which the user is the subscriber of record.</p> <p>(f) iTRS access technology.</p> <p>(1) Every VRS or IP Relay provider must ensure that all iTRS access technology they have issued, leased, or otherwise provided to VRS or IP Relay users delivers routing information or other information only to the user's default provider, except as is necessary to complete or receive “dial around” calls on a case-by-case basis.</p> <p>(2) All iTRS access technology issued, leased, or otherwise provided to VRS or IP Relay users by Internet-based TRS providers must be capable of facilitating the requirements of this section.</p>		
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	<p>(g) User notification. Every VRS or IP Relay provider must include an advisory on its website and in any promotional materials addressing numbering or E911 services for VRS or IP Relay.</p> <p>(1) At a minimum, the advisory must address the following issues:</p> <p>(i) The process by which VRS or IP Relay users may obtain ten-digit telephone numbers, including a brief summary of the numbering assignment and administration processes adopted herein;</p> <p>(ii) The portability of ten-digit telephone numbers assigned to VRS or IP Relay users;</p> <p>(iii) The process by which persons using VRS or IP Relay may submit, update, and confirm receipt by the provider of their Registered Location information;</p> <p>(iv) An explanation emphasizing the importance of maintaining accurate, up-to-date Registered Location information with the user's default provider in the event that the individual places an emergency call via an Internet-based relay service;</p> <p>(v) The process by which a VRS or IP Relay user may acquire a toll free number, or transfer control of a toll free number from a VRS or IP Relay provider to the user;</p> <p>(vi) The process by which persons holding a toll free number request that the toll free number be linked to their ten-digit telephone number in the TRS Numbering Directory; and</p> <p>(vii) If the provider assigns iTRS numbers to hearing point-to-point video users, an explanation that hearing point-to-point video users will not be able to place an emergency call.</p>		
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	(2) VRS and IP Relay providers must obtain and keep a record of affirmative acknowledgment by every Registered Internet-based TRS User of having received and understood the advisory described in this subsection.		
<b>Verifications of Orders</b> § 64.631	<p>(a) No iTRS provider, either directly or through its numbering partner, shall initiate or implement the process to change an iTRS user's selection of a default provider prior to obtaining:</p> <p>(1) Authorization from the iTRS user, and</p> <p>(2) Verification of that authorization in accordance with the procedures prescribed in this section. The new default provider shall maintain and preserve without alteration or modification all records of verification of the iTRS user's authorization for a minimum period of five years after obtaining such verification and shall make such records available to the Commission upon request. In any case where the iTRS provider is unable, unwilling or otherwise fails to make such records available to the Commission upon request, it shall be presumed that the iTRS provider has failed to comply with its verification obligations under the rules.</p> <p>(b) Where an iTRS provider is offering more than one type of TRS, that provider must obtain separate authorization from the iTRS user for each service, although the authorizations may be obtained within the same transaction. Each authorization must be verified separately from any other authorizations obtained in the same transaction. Each authorization must be verified in accordance with the verification procedures prescribed in this part.</p> <p>(c) A new iTRS provider shall not, either directly or through its numbering partner, initiate or implement the process to change a</p>		<p>(a) NexTalk will not initiate or implement the process to change an iTRS user's selection of a default provider prior to obtaining authorization from the iTRS user, and verification of that authorization in accordance with the procedures prescribed in this section. NexTalk will maintain and preserve without alteration or modification all records of verification of the iTRS user's authorization for a minimum period of five years after obtaining such verification and shall make such records available to the Commission upon request.</p> <p>(b) NexTalk only offers one type of TRS.</p> <p>(c) NexTalk will not initiate or implement the process to change a default provider unless and until the order has been verified in accordance with one of the procedures stated in this section.</p> <p>(d) NexTalk will implement an iTRS user's default provider change</p>

	<p>default provider unless and until the order has been verified in accordance with one of the following procedures:</p> <p>(1) The iTRS provider has obtained the iTRS user’s written or electronically signed authorization in a form that meets the requirements of § 64.632 of this part; or</p> <p>(2) An independent third party meeting the qualifications in this subsection has obtained, in accordance with the procedures set forth in paragraphs (c)(2)(i) through (iv) of this section, the iTRS user’s authorization to implement the default provider change order that confirms and includes appropriate verification of registration data with the TRS User Registration Database as defined in § 64.601(a) of this part. The independent third party must not be owned, managed, controlled, or directed by the iTRS provider or the iTRS provider’s marketing agent; must not have any financial incentive to confirm default provider change orders for the iTRS provider or the iTRS provider’s marketing agent; and must operate in a location physically separate from the iTRS provider or the iTRS provider’s marketing agent.</p> <p>(i) Methods of third party verification. Third party verification systems and three-way conference calls may be used for verification purposes so long as the requirements of paragraphs (c)(3)(ii) through (iv) of this section are satisfied. It shall be a per se violation of these rules if at any time the iTRS provider, an iTRS provider’s marketing representative, or any other person misleads the iTRS user with respect to the authorization that the iTRS user is giving, the purpose of that authorization, the purpose of the verification, the verification process, or the identity of the person who is placing the call as well as on whose behalf the call is being placed, if applicable.</p> <p>(ii) Provider initiation of third party verification. An iTRS provider or an iTRS provider’s marketing representative initiating</p>		<p>order within 60 days of obtaining either:</p> <p>(1) A written or electronically signed letter of agency in accordance with § 64.632 of this part or</p> <p>(2) Third party verification of the iTRS user’s default provider change order in accordance with paragraph (c)(2) of this section. NexTalk understands that if the change order is not implemented within 60 days as required herein, such default provider change order shall be deemed void.</p> <p>(e) During the process of changing an iTRS user’s default provider, and until such process is completed, if NexTalk is the original default provider, NexTalk will not reduce the level or quality of iTRS service provided to such iTRS user. § 64.631(e)(2) does not apply to NexTalk because NexTalk does not provide VRS services.</p> <p>(f) NexTalk understand and will conform with this section regarding the sale or transfer of part or all of one iTRS provider to another.</p>
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	<p>a three-way conference call must drop off the call once the three-way connection has been established.</p> <p>(iii) Requirements for content and format of third party verification. Any description of the default provider change transaction by a third party verifier must not be misleading. At the start of the third party verification process, the third party verifier shall identify the new default provider to the iTRS user and shall confirm that the iTRS user understands that the iTRS user is changing default providers and will no longer receive service from the iTRS user's current iTRS provider. In addition, all third party verification methods shall elicit, at a minimum: The date of the verification; the identity of the iTRS user; confirmation that the person on the call is the iTRS user; confirmation that the iTRS user wants to make the default provider change; confirmation that the iTRS user understands that a default provider change, not an upgrade to existing service, or any other misleading description of the transaction, is being authorized; confirmation that the iTRS user understands what the change in default provider means, including that the iTRS user may need to return any video equipment belonging to the original default provider; the name of the new default provider affected by the change; the telephone number of record to be transferred to the new default provider; and the type of TRS used with the telephone number being transferred. If the iTRS user has additional questions for the iTRS provider's marketing representative during the verification process, the verifier shall instruct the iTRS user that they are terminating the verification process, that the iTRS user may contact the marketing representative with additional questions, and that the iTRS user's default provider will not be changed. The marketing representative may again initiate the verification process following the procedures set out in this section after the iTRS user contacts the marketing representative with any additional questions. Third party verifiers may not market the iTRS provider's services by providing additional information.</p>		
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	<p>(iv) Other requirements for third party verification. All third party verifications shall be conducted in the same language and format that were used in the underlying marketing transaction and shall be recorded in their entirety. In the case of VRS, this means that if the marketing process was conducted in American Sign Language (ASL), then the third party verification shall be conducted in ASL. In the event that the underlying marketing transaction was conducted via text over IP Relay, such text format shall be used for the third party verification. The third party verifier shall inform both the iTRS user and, where applicable, the communications assistant relaying the call, that the call is being recorded. The third party verifier shall provide the new default provider an audio, video, or IP Relay transcript of the verification of the iTRS user authorization. New default providers shall maintain and preserve audio and video records of verification of iTRS user authorization in accordance with the procedures set forth in paragraph (a)(2) of this section.</p> <p>(d) A new default provider shall implement an iTRS user's default provider change order within 60 days of obtaining either:</p> <p>(1) A written or electronically signed letter of agency in accordance with § 64.632 of this part or</p> <p>(2) Third party verification of the iTRS user's default provider change order in accordance with paragraph (c)(2) of this section. If not implemented within 60 days as required herein, such default provider change order shall be deemed void.</p> <p>(e) At any time during the process of changing an iTRS user's default provider, and until such process is completed, which is when the new default provider assumes the role of default provider, the original default provider shall not:</p>		
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	<p>(1) Reduce the level or quality of iTRS service provided to such iTRS user, or</p> <p>(2) Reduce the functionality of any VRS access technology provided by the iTRS provider to such iTRS user.</p> <p>(f) An iTRS provider that is certified pursuant to § 64.606(a)(2) of this part may acquire, through a sale or transfer, either part or all of another iTRS provider's iTRS user base without obtaining each iTRS user's authorization and verification in accordance with paragraph (c) of this section, provided that the acquiring iTRS provider complies with the following streamlined procedures. An iTRS provider shall not use these streamlined procedures for any fraudulent purpose, including any attempt to avoid liability for violations under part 64 of the Commission rules.</p> <p>(1) Not later than 30 days before the transfer of the affected iTRS users from the selling or transferring iTRS provider to the acquiring iTRS provider, the acquiring iTRS provider shall provide notice to each affected iTRS user of the information specified herein. The acquiring iTRS provider is required to fulfill the obligations set forth in the advance iTRS user notice. In the case of VRS, the notice shall be provided as a pre-recorded video message in American Sign Language sent to all affected iTRS users. In the case of IP Relay, the notice shall be provided as a pre-recorded text message sent to all affected iTRS users. The advance iTRS user notice shall be provided in a manner consistent with 47 U.S.C. 255, 617, 619 and the Commission's rules regarding accessibility to blind and visually-impaired consumers, §§ 6.3, 6.5, 14.20, and 14.21 of this chapter. The following information must be included in the advance iTRS user notice:</p> <p>(i) The date on which the acquiring iTRS provider will become the iTRS user's new default provider;</p>		
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	<p>(ii) The iTRS user’s right to select a different default provider for the iTRS at issue, if an alternative iTRS provider is available;</p> <p>(iii) Whether the acquiring iTRS provider will be responsible for handling any complaints filed, or otherwise raised, prior to or during the transfer against the selling or transferring iTRS provider, and</p> <p>(iv) The toll-free customer service telephone number of the acquiring iTRS provider.</p> <p>(2) All iTRS users receiving the notice will be transferred to the acquiring iTRS provider, unless they have selected a different default provider before the transfer date.</p>		
<p><b>Letter of Authorization</b> § 64.632</p>	<p>(a) An iTRS provider may use a written or electronically signed letter of authorization to obtain authorization of an iTRS user's request to change his or her default provider. A letter of authorization that does not conform with this section is invalid for purposes of this subpart.</p> <p>(b) The letter of authorization shall be a separate document or located on a separate screen or Web page. The letter of authorization shall contain the following title “Letter of Authorization to Change my Default Provider” at the top of the page, screen, or Web page, as applicable, in clear and legible type.</p> <p>(c) The letter of authorization shall contain only the authorizing language described in paragraph (d) of this section and be strictly limited to authorizing the new default provider to implement a default provider change order. The letter of authorization shall be signed and dated by the iTRS user requesting the default provider change.</p>		<p>(a) NexTalk understands that an iTRS provider may use a written or electronically signed letter of authorization to obtain authorization of an iTRS user's request to change his or her default provider, and that a letter of authorization that does not conform with this section is invalid for purposes of this subpart.</p> <p>(b) NexTalk understands that letters of authorization must be a separate document or located on a separate screen or Web page, and that the letter of authorization must contain the following title “Letter of Authorization to Change my Default Provider” at the top of the</p>

	<p>(d) At a minimum, the letter of authorization must be printed with a type of sufficient size and readable type to be clearly legible and must contain clear and unambiguous language that confirms:</p> <p>(1) The iTRS user's registered name and address and each telephone number to be covered by the default provider change order;</p> <p>(2) The decision to change the default provider from the original default provider to the new default provider;</p> <p>(3) That the iTRS user designates [insert the name of the new default provider] to act as the iTRS user's agent and authorizing the new default provider to implement the default provider change; and</p> <p>(4) That the iTRS user understands that only one iTRS provider may be designated as the TRS user's default provider for any one telephone number.</p> <p>(e) If any portion of a letter of authorization is translated into another language then all portions of the letter of authorization must be translated into that language. Every letter of authorization must be translated into the same language as any promotional materials, descriptions or instructions provided with the letter of authorization.</p> <p>(f) Letters of authorization submitted with an electronically signed authorization must include the consumer disclosures required by Section 101(c) of the Electronic Signatures in Global and National Commerce Act.</p>	<p>page, screen, or Web page, as applicable, in clear and legible type.</p> <p>(c) NexTalk understand that the letters of authorization must contain only the authorizing language described in paragraph (d) of this section and be strictly limited to authorizing the new default provider to implement a default provider change order, and that the letter of authorization must be signed and dated by the iTRS user requesting the default provider change.</p> <p>(d) NexTalk understands the formatting requirements of the letter of authorization, and that the details must include the registered name and address and each telephone number to covered, the decision to change, and that the user designates the new default provider to implement the change.</p> <p>(e) NexTalk understands that, if any portion of a letter of authorization is translated into another language, then all portions of the letter of authorization must be translated into that language, and that every letter of authorization must be translated into the same language as any promotional materials, descriptions or instructions</p>
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			<p>provided with the letter of authorization.</p> <p>(f) NexTalk understands that letters of authorization submitted with an electronically signed authorization must include the consumer disclosures required by Section 101(c) of the Electronic Signatures in Global and National Commerce Act.</p>
<p><b>CPNI for Multiple Types of TRS</b> § 64.5105(a)</p>	<p>(a) A TRS provider may use, disclose, or permit access to CPNI for the purpose of providing or lawfully marketing service offerings among the categories of service (i.e., type of TRS) for which the TRS provider is currently the default provider for that customer, without customer approval.</p> <p>(1) If a TRS provider provides different categories of TRS, and the TRS provider is currently the default provider for that customer for more than one category of TRS offered by the TRS provider, the TRS provider may share CPNI among the TRS provider's affiliated entities that provide a TRS offering to the customer.</p> <p>(2) If a TRS provider provides different categories of TRS, but the TRS provider is currently not the default provider for that customer for more than one offering by the TRS provider, the TRS provider shall not share CPNI with its affiliates, except as provided in § 64.5107(b) of this subpart.</p>		<p>NexTalk will comply with the requirements of this section.</p>
<p><b>CPNI Non-disclosure</b> § 64.5105(b)</p>	<p>(b) A TRS provider shall not use, disclose, or permit access to CPNI as described in this paragraph (b).</p> <p>(1) A TRS provider shall not use, disclose, or permit access to CPNI to market to a customer TRS offerings that are within a</p>		<p>NexTalk will not use, disclose, or permit access to CPNI to market to a customer TRS offerings that are within a category of TRS for which NexTalk is not currently the default</p>



	<p>category of TRS for which the TRS provider is not currently the default provider for that customer, unless that TRS provider has customer approval to do so.</p> <p>(2) A TRS provider shall not identify or track CPNI of customers that call competing TRS providers and, notwithstanding any other provision of this subpart, a TRS provider shall not use, disclose or permit access to CPNI related to a customer call to a competing TRS provider.</p>		<p>provider for that customer, unless NexTalk has customer approval to do so.</p> <p>NexTalk will not identify or track CPNI of customers that call competing TRS providers and, notwithstanding any other provision of this subpart, NexTalk will not use, disclose, or permit access to CPNI related to a customer call to a competing TRS provider.</p>
<p><b>CPNI Permissible Uses</b> § 64.5105(c)</p>	<p>(c) A TRS provider may use, disclose, or permit access to CPNI, without customer approval, as described in this paragraph (c).</p> <p>(1) A TRS provider may use, disclose or permit access to CPNI derived from its provision of TRS without customer approval, for the provision of CPE or iTRS access technology, and call answering, voice or video mail or messaging, voice or video storage and retrieval services.</p> <p>(2) A TRS provider may use, disclose, or permit access to CPNI, without customer approval, in its provision of inside wiring installation, maintenance, and repair services.</p> <p>(3) A TRS provider may use CPNI, without customer approval, to market services formerly known as adjunct-to-basic services, such as, but not limited to, speed dialing, call waiting, caller I.D., and call forwarding, only to those customers that are currently registered with that TRS provider as their default provider.</p> <p>(4) A TRS provider shall use, disclose, or permit access to CPNI to the extent necessary to:</p> <p>(i) Accept and handle 911/E911 calls;</p>		<p>NexTalk understands that it may use TRS customer CPNI for the permissible uses outlined in this section.</p>

	<p>(ii) Access, either directly or via a third party, a commercially available database that will allow the TRS provider to determine an appropriate Public Safety Answering Point, designated statewide default answering point, or appropriate local emergency authority that corresponds to the caller's location;</p> <p>(iii) Relay the 911/E911 call to that entity; and</p> <p>(iv) Facilitate the dispatch and response of emergency service or law enforcement personnel to the caller's location, in the event that the 911/E911 call is disconnected or the caller becomes incapacitated.</p> <p>(5) A TRS provider shall use, disclose, or permit access to CPNI upon request by the administrator of the TRS Fund, as that term is defined in § 64.604(c)(5)(iii) of this part, or by the Commission for the purpose of administration and oversight of the TRS Fund, including the investigation and prevention of fraud, abuse, and misuse of TRS and seeking repayment to the TRS Fund for non-compensable minutes.</p> <p>(6) A TRS provider may use, disclose, or permit access to CPNI to protect the rights or property of the TRS provider, or to protect users of those services, other TRS providers, and the TRS Fund from fraudulent, abusive, or unlawful use of such services.</p>		
<p><b>CPNI—Multiple Types of TRS</b> § 64.5107(a)</p>	<p>(a) A TRS provider may obtain approval through written, oral, electronic, or sign language methods.</p> <p>(1) A TRS provider relying on oral or sign language approval shall bear the burden of demonstrating that such approval has been given in compliance with the Commission's rules in this part.</p>		<p>NexTalk understands that it may obtain approval for the use of CPNI through written, oral, electronic, or sign language methods, and that such approval or disapproval must remain in effect until the customer revokes or limits such approval or disapproval. Records of such approval or disapproval will be</p>

	<p>(2) Approval or disapproval to use, disclose, or permit access to a customer's CPNI obtained by a TRS provider must remain in effect until the customer revokes or limits such approval or disapproval. A TRS provider shall accept any such customer revocation, whether in written, oral, electronic, or sign language methods.</p> <p>(3) A TRS provider must maintain records of approval, whether oral, written, electronic, or sign language, during the time period that the approval or disapproval is in effect and for at least one year thereafter.</p>		<p>maintained for at least one year after they are in effect.</p> <p>NexTalk also understands that it carries the burden of demonstrating that such approval has been given in compliance with the Commission's rules in this part.</p>
<p><b>CPNI—Opt-In/Out Process</b> § 64.5107(b)</p>	<p>(b) Use of opt-in and opt-out approval processes.</p> <p>(1) Opt-in approval requires that the TRS provider obtain from the customer affirmative, express consent allowing the requested CPNI usage, disclosure, or access after the customer is provided appropriate notification of the TRS provider's request consistent with the requirements set forth in this subpart.</p> <p>(2) With opt-out approval, a customer is deemed to have consented to the use, disclosure, or access to the customer's CPNI if the customer has failed to object thereto within the waiting period described in § 64.5108(d)(1) of this subpart after the TRS provider has provided to the customer appropriate notification of the TRS provider's request for consent consistent with the rules in this subpart.</p> <p>(3) A TRS provider may only use, disclose, or permit access to the customer's individually identifiable CPNI with the customer's opt-in approval, except as follows:</p> <p>(i) Where a TRS provider is permitted to use, disclose, or permit access to CPNI without customer approval under § 64.5105 of this subpart.</p>		<p>NexTalk will not use, disclose, or access a user's CPNI unless the user expressly provides opt-in approval, except as provided in section 4 of this subpart, or in § 64.5105.</p>

	<p>(ii) Where a TRS provider is permitted to use, disclose, or permit access to CPNI by making use of customer opt-in or opt-out approval under paragraph (?) (4) [sic] of this section.</p> <p>(4) A TRS provider may make use of customer opt-in or opt-out approval to take the following actions with respect to CPNI:</p> <p>(i) Use its customer's individually identifiable CPNI for the purpose of lawfully marketing TRS-related services to that customer.</p> <p>(ii) Disclose its customer's individually identifiable CPNI to its agents and its affiliates that provide TRS-related services for the purpose of lawfully marketing TRS-related services to that customer. A TRS provider may also permit such persons or entities to obtain access to such CPNI for such purposes.</p>		
<p><b>CPNI—Notice</b> § 64.5108</p>	<p>(a) Notification, generally.</p> <p>(1) Prior to any solicitation for customer approval to use, disclose, or permit access to CPNI, a TRS provider shall provide notification to the customer of the customer's right to deny or restrict use of, disclosure of, and access to that customer's CPNI.</p> <p>(2) A TRS provider shall maintain records of notification, whether oral, written, electronic, or sign language, during the time period that the approval is in effect and for at least one year thereafter.</p> <p>(b) Individual notice. A TRS provider shall provide individual notice to customers when soliciting approval to use, disclose, or permit access to customers' CPNI.</p> <p>(c) Content of notice. Customer notification shall provide sufficient information in clear and unambiguous language to enable the customer to make an informed decision as to whether</p>		<p>(a) Before soliciting customer approval to use, disclose, or permit access to CPNI, NexTalk will provide notification to the customer of the customer's right to deny or restrict the use, disclosure of, and access to the CPNI. When approval is given, NexTalk will maintain records of such notification for at least a year after the approval is given.</p> <p>(b) NexTalk will provide individual notice to customers when soliciting approval to use, disclose, or permit access to the customer's CPNI.</p>

	<p>to permit a TRS provider to use, disclose, or permit access to, the customer's CPNI.</p> <p>(1) The notification shall state that the customer has a right to deny any TRS provider the right to use, disclose or permit access to the customer's CPNI, and the TRS provider has a duty, under federal law, to honor the customer's right and to protect the confidentiality of CPNI.</p> <p>(2) The notification shall specify the types of information that constitute CPNI and the specific entities that will use, receive or have access to the CPNI, describe the purposes for which CPNI will be used, and inform the customer of his or her right to disapprove those uses, and deny or withdraw the customer's consent to use, disclose, or permit access to access to CPNI at any time.</p> <p>(3) The notification shall advise the customer of the precise steps the customer must take in order to grant or deny use, disclosure, or access to CPNI, and must clearly state that customer denial of approval will not affect the TRS provider's provision of any services to the customer. However, TRS providers may provide a brief statement, in clear and neutral language, describing consequences directly resulting from the lack of access to CPNI.</p> <p>(4) TRS providers shall provide the notification in a manner that is accessible to the customer, comprehensible, and not misleading.</p> <p>(5) If the TRS provider provides written notification to the customer, the notice shall be clearly legible, use sufficiently large type, and be placed in an area so as to be readily apparent to a customer.</p>	<p>(c) NexTalk will provide the user sufficient information in clear and unambiguous language to enable the customer to make an informed decision as to whether to permit a TRS provider to use, disclose, or permit access to the customer's CPNI.</p> <p>(d) NexTalk will provide users with notification to obtain opt-out approval through electronic or written methods, but not by oral or sign language communication, (except as provided in paragraph (f) of this section). The contents of any such notification will comply with the requirements of paragraph (c) of this section.</p> <p>(e) NexTalk understands that it may provide its users with notification to obtain opt-in approval through oral, sign language, written, or electronic methods. The contents of any such notification will comply with the requirements of paragraph (c) of this section.</p> <p>(f) NexTalk understands that it may use oral, text, or sign language notice to obtain limited, one-time use of CPNI for inbound and outbound customer telephone, TRS, or point-to-point contacts for the duration of the call, regardless of</p>
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	<p>(6) If any portion of a notification is translated into another language, then all portions of the notification must be translated into that language.</p> <p>(7) A TRS provider may state in the notification that the customer's approval to use CPNI may enhance the TRS provider's ability to offer products and services tailored to the customer's needs. A TRS provider also may state in the notification that it may be compelled to disclose CPNI to any person upon affirmative written request by the customer.</p> <p>(8) The notification shall state that any approval or denial of approval for the use of CPNI outside of the service for which the TRS provider is the default provider for the customer is valid until the customer affirmatively revokes or limits such approval or denial.</p> <p>(9) A TRS provider's solicitation for approval to use, disclose, or have access to the customer's CPNI must be proximate to the notification of a customer's CPNI rights to non-disclosure.</p> <p>(d) Notice requirements specific to opt-out. A TRS provider shall provide notification to obtain opt-out approval through electronic or written methods, but not by oral or sign language communication (except as provided in paragraph (f) of this section). The contents of any such notification shall comply with the requirements of paragraph (c) of this section.</p> <p>(1) TRS providers shall wait a 30-day minimum period of time after giving customers notice and an opportunity to opt-out before assuming customer approval to use, disclose, or permit access to CPNI. A TRS provider may, in its discretion, provide for a longer period. TRS providers shall notify customers as to the applicable waiting period for a response before approval is assumed.</p>		<p>whether TRS providers use opt-out or opt-in approval based on the nature of the contact.</p>
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	<p>(i) In the case of an electronic form of notification, the waiting period shall begin to run from the date on which the notification was sent; and</p> <p>(ii) In the case of notification by mail, the waiting period shall begin to run on the third day following the date that the notification was mailed.</p> <p>(2) TRS providers using the opt-out mechanism shall provide notices to their customers every two years.</p> <p>(3) TRS providers that use email to provide opt-out notices shall comply with the following requirements in addition to the requirements generally applicable to notification:</p> <p>(i) TRS providers shall obtain express, verifiable, prior approval from consumers to send notices via email regarding their service in general, or CPNI in particular;</p> <p>(ii) TRS providers shall either:</p> <p>(A) Allow customers to reply directly to the email containing the CPNI notice in order to opt-out; or</p> <p>(B) Include within the email containing the CPNI notice a conspicuous link to a Web page that provides to the customer a readily usable opt-out mechanism;</p> <p>(iii) Opt-out email notices that are returned to the TRS provider as undeliverable shall be sent to the customer in another form before the TRS provider may consider the customer to have received notice;</p> <p>(iv) TRS providers that use email to send CPNI notices shall ensure that the subject line of the message clearly and accurately identifies the subject matter of the email; and</p>		
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	<p>(v) TRS providers shall make available to every customer a method to opt-out that is of no additional cost to the customer and that is available 24 hours a day, seven days a week. TRS providers may satisfy this requirement through a combination of methods, so long as all customers have the ability to opt-out at no cost and are able to effectuate that choice whenever they choose.</p> <p>(e) Notice requirements specific to opt-in. A TRS provider may provide notification to obtain opt-in approval through oral, sign language, written, or electronic methods. The contents of any such notification shall comply with the requirements of paragraph (c) of this section.</p> <p>(f) Notice requirements specific to one-time use of CPNI.</p> <p>(1) TRS providers may use oral, text, or sign language notice to obtain limited, one-time use of CPNI for inbound and outbound customer telephone, TRS, or point-to-point contacts for the duration of the call, regardless of whether TRS providers use opt-out or opt-in approval based on the nature of the contact.</p> <p>(2) The contents of any such notification shall comply with the requirements of paragraph (c) of this section, except that TRS providers may omit any of the following notice provisions if not relevant to the limited use for which the TRS provider seeks CPNI:</p> <p>(i) TRS providers need not advise customers that if they have opted-out previously, no action is needed to maintain the opt-out election;</p> <p>(ii) TRS providers need not advise customers that the TRS provider may share CPNI with the TRS provider's affiliates or third parties and need not name those entities, if the limited CPNI usage will not result in use by, or disclosure to, an affiliate or third party;</p>		
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	<p>(iii) TRS providers need not disclose the means by which a customer can deny or withdraw future access to CPNI, so long as the TRS provider explains to customers that the scope of the approval the TRS provider seeks is limited to one-time use; and</p> <p>(iv) TRS providers may omit disclosure of the precise steps a customer must take in order to grant or deny access to CPNI, as long as the TRS provider clearly communicates that the customer can deny access to his or her CPNI for the call.</p>		
<p><b>CPNI—Safeguards</b> § 64.5109</p>	<p>(a) TRS providers shall implement a system by which the status of a customer’s CPNI approval can be clearly established prior to the use of CPNI. Except as provided for in §§ 64.5105 and 64.5108(f) of this subpart, TRS providers shall provide access to and shall require all personnel, including any agents, contractors, and subcontractors, who have contact with customers to verify the status of a customer’s CPNI approval before using, disclosing, or permitting access to the customer’s CPNI.</p> <p>(b) TRS providers shall train their personnel, including any agents, contractors, and subcontractors, as to when they are and are not authorized to use CPNI, including procedures for verification of the status of a customer’s CPNI approval. TRS providers shall have an express disciplinary process in place, including in the case of agents, contractors, and subcontractors, a right to cancel the applicable contract(s) or otherwise take disciplinary action.</p> <p>(c) TRS providers shall maintain a record, electronically or in some other manner, of their own and their affiliates’ sales and marketing campaigns that use their customers' CPNI. All TRS providers shall maintain a record of all instances where CPNI was disclosed or provided to third parties, or where third parties were allowed access to CPNI. The record shall include a description of each campaign, the specific CPNI that was used in</p>		<p>(a) NexTalk understands that it must implement a system by which the status of a customer's CPNI approval can be clearly established prior to the use of CPNI. Except as provided for in §§ 64.5105 and 64.5108(f), NexTalk understands that it must provide access to and shall require all personnel, including any agents, contractors, and subcontractors, who have contact with customers to verify the status of a customer's CPNI approval before using, disclosing, or permitting access to the customer's CPNI.</p> <p>(b) NexTalk will train its personnel, including any agents, contractors, and subcontractors, as to when it is and is not authorized to use CPNI, including procedures for verification of the status of a customer's CPNI approval. NexTalk will have an express disciplinary process in place, including in the</p>

	<p>the campaign, including the customer's name, and what products and services were offered as a part of the campaign. TRS providers shall retain the record for a minimum of three years.</p> <p>(d) TRS providers shall establish a supervisory review process regarding TRS provider compliance with the rules in this subpart for outbound marketing situations and maintain records of TRS provider compliance for a minimum period of three years. Sales personnel must obtain supervisory approval of any proposed outbound marketing request for customer approval.</p> <p>(e) A TRS provider shall have an officer, as an agent of the TRS provider, sign and file with the Commission a compliance certification on an annual basis. The officer shall state in the certification that he or she has personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the rules in this subpart. The TRS provider must provide a statement accompanying the certification explaining how its operating procedures ensure that it is or is not in compliance with the rules in this subpart. In addition, the TRS provider must include an explanation of any actions taken against data brokers, a summary of all customer complaints received in the past year concerning the unauthorized release of CPNI, and a report detailing all instances where the TRS provider, or its agents, contractors, or subcontractors, used, disclosed, or permitted access to CPNI without complying with the procedures specified in this subpart. In the case of iTRS providers, this filing shall be included in the annual report filed with the Commission pursuant to § 64.606(g) of this part for data pertaining to the previous year. In the case of all other TRS providers, this filing shall be made annually with the Disability Rights Office of the Consumer and Governmental Affairs Bureau on or before March 1 in CG Docket No. 03–123 for data pertaining to the previous calendar year.</p>	<p>case of agents, contractors, and subcontractors, a right to cancel the applicable contract(s) or otherwise take disciplinary action.</p> <p>(c) NexTalk will maintain a record, electronically or in some other manner, of its own and its affiliates' sales and marketing campaigns that use its customers' CPNI. NexTalk will maintain a record of all instances where CPNI was disclosed or provided to third parties, or where third parties were allowed access to CPNI. Such record will include a description of each campaign, the specific CPNI that was used in the campaign, including the customer's name, and what products and services were offered as a part of the campaign. NexTalk will retain such record for a minimum of three years.</p> <p>(d) NexTalk will establish a supervisory review process regarding NexTalk's compliance with the rules in this subpart for outbound marketing situations and maintain records of NexTalk's compliance for a minimum period of three years. NexTalk understands that its sales personnel must obtain supervisory approval of any proposed outbound marketing request for customer approval.</p>
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	<p>(f) TRS providers shall provide written notice within five business days to the Disability Rights Office of the Consumer and Governmental Affairs Bureau of the Commission of any instance where the opt-out mechanisms do not work properly, to such a degree that consumers' inability to opt-out is more than an anomaly.</p> <p>(1) The notice shall be in the form of a letter, and shall include the TRS provider's name, a description of the opt-out mechanism(s) used, the problem(s) experienced, the remedy proposed and when it will be/was implemented, whether the relevant state commission(s) has been notified, if applicable, and whether the state commission(s) has taken any action, a copy of the notice provided to customers, and contact information.</p> <p>(2) Such notice shall be submitted even if the TRS provider offers other methods by which consumers may opt-out.</p>		<p>(e) NexTalk will have an officer, as an agent of the TRS provider, sign and file with the Commission a compliance certification on an annual basis. The officer must state in the certification that he or she has personal knowledge that NexTalk has established operating procedures that are adequate to ensure compliance with the rules in this subpart. NexTalk will provide a statement accompanying the certification explaining how its operating procedures ensure that it is or is not in compliance with the rules in this subpart. In addition, NexTalk will include an explanation of any actions taken against data brokers, a summary of all customer complaints received in the past year concerning the unauthorized release of CPNI, and a report detailing all instances where the NexTalk, or its agents, contractors, or subcontractors, used, disclosed, or permitted access to CPNI without complying with the procedures specified in this subpart. As an IP CTS provider, this filing will be included in the annual report filed with the Commission pursuant to § 64.606(g) of this part for data pertaining to the previous year.</p>
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			<p>(f) NexTalk will provide written notice within five business days to the Disability Rights Office of the Consumer and Governmental Affairs Bureau of the Commission of any instance where the opt-out mechanisms do not work properly, to such a degree that consumers' inability to opt-out is more than an anomaly. The notice will be in the form required by this section. Such notice will be submitted even if NexTalk offers other methods by which consumers may opt-out.</p>
<p><b>CPNI—Safeguards</b> § 64.5110</p>	<p>(a) Safeguarding CPNI. TRS providers shall take all reasonable measures to discover and protect against attempts to gain unauthorized access to CPNI. TRS providers shall authenticate a customer prior to disclosing CPNI based on a customer-initiated telephone contact, TRS call, point-to-point call, online account access, or an in-store visit.</p> <p>(b) Telephone, TRS, and point-to-point access to CPNI. A TRS provider shall authenticate a customer without the use of readily available biographical information, or account information, prior to allowing the customer telephonic, TRS, or point-to-point access to CPNI related to his or her TRS account. Alternatively, the customer may obtain telephonic, TRS, or point-to-point access to CPNI related to his or her TRS account through a password, as described in paragraph (e) of this section.</p> <p>(c) Online access to CPNI. A TRS provider shall authenticate a customer without the use of readily available biographical information, or account information, prior to allowing the customer online access to CPNI related to his or her TRS</p>		<p>(a) NexTalk will take all reasonable measures to discover and protect against attempts to gain unauthorized access to CPNI. NexTalk will authenticate a customer prior to disclosing CPNI based on a customer-initiated telephone contact, TRS call, point-to-point call, online account access, or an in-store visit.</p> <p>(b) NexTalk will authenticate a customer without the use of readily available biographical information, or account information, prior to allowing the customer telephonic, TRS, or point-to-point access to CPNI related to his or her TRS account. Alternatively, the customer may obtain telephonic, TRS, or</p>

	<p>account. Once authenticated, the customer may only obtain online access to CPNI related to his or her TRS account through a password, as described in paragraph (e) of this section.</p> <p>(d) In-store access to CPNI. A TRS provider may disclose CPNI to a customer who, at a TRS provider's retail location, first presents to the TRS provider or its agent a valid photo ID matching the customer's account information.</p> <p>(e) Establishment of a password and back-up authentication methods for lost or forgotten passwords. To establish a password, a TRS provider shall authenticate the customer without the use of readily available biographical information, or account information. TRS providers may create a back-up customer authentication method in the event of a lost or forgotten password, but such back-up customer authentication method may not prompt the customer for readily available biographical information, or account information. If a customer cannot provide the correct password or the correct response for the back-up customer authentication method, the customer shall establish a new password as described in this paragraph.</p> <p>(f) Notification of account changes. TRS providers shall notify customers immediately whenever a password, customer response to a back-up means of authentication for lost or forgotten passwords, online account, or address of record is created or changed. This notification is not required when the customer initiates service, including the selection of a password at service initiation. This notification may be through a TRS provider-originated voicemail, text message, or video mail to the telephone number of record, by mail to the physical address of record, or by email to the email address of record, and shall not reveal the changed information or be sent to the new account information.</p>	<p>point-to-point access to CPNI related to his or her TRS account through a password, as described in paragraph (e) of this section.</p> <p>(c) NexTalk will authenticate a customer without the use of readily available biographical information, or account information, prior to allowing the customer online access to CPNI related to his or her TRS account. Once authenticated, the customer may only obtain online access to CPNI related to his or her TRS account through a password, as described in paragraph (e) of this section.</p> <p>(d) NexTalk understands that it may disclose CPNI to a customer who, at NexTalk's retail location, first presents to the TRS provider or its agent a valid photo ID matching the customer's account information. NexTalk does not presently have retail locations.</p> <p>(e) To establish a password, NexTalk will authenticate the customer without the use of readily available biographical information, or account information. NexTalk understands that it may create a back-up customer authentication method in the event of a lost or forgotten password, but such back-</p>
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			<p>up customer authentication method may not prompt the customer for readily available biographical information, or account information. NexTalk understands that if a customer cannot provide the correct password or the correct response for the back-up customer authentication method, the customer must establish a new password as described in this paragraph.</p> <p>(f) NexTalk will notify customers immediately whenever a password, customer response to a back-up means of authentication for lost or forgotten passwords, online account, or address of record is created or changed. NexTalk understands that this notification is not required when the customer initiates service, including the selection of a password at service initiation. NexTalk understands that this notification may be through a NexTalk-originated voicemail, text message, or video mail to the telephone number of record, by mail to the physical address of record, or by email to the email address of record, and will not reveal the changed information or be sent to the new account information.</p>
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## **APPENDIX B: ORGANIZATIONAL STRUCTURE**

All entities that hold a least a 10 percent equity interest, the power to vote 10 percent or more of the applicant's securities, or exercise de jure or de facto control over the applicant:

Nordmark Privacy Fund, LLC owns 98 percent ownership

Description of the company's organization structure:

NexTalk Inc is a privately owned corporation with no parent companies, subsidiaries, or affiliates.

Names of Executives, officers, members of board of directors:

### **Executives and Officers**

Trent Staggs, Chief Executive Officer  
Gary Tanner, Executive Vice President of Sales  
Ian Thomas, Sales Manager  
Casey Wright, Vice President of Development  
Chau Tran, Vice President of Technology

### **Board of Directors**

Nick Thomas  
Dan Hemmert  
Trent Staggs  
Pam Dixon  
Tom Fast